

HERRICK, FEINSTEIN LLP
2 Park Avenue
New York, New York 10016
(212) 592-1400
Attorneys for Plaintiff

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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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BANCO POPULAR DOMINICANO, C. POR A.,	:	
	:	
Plaintiff and	:	NO. 07 Civ. 6443 (LTS) (THK)
Counter-Claim Defendant,	:	
	:	
vs.	:	
	:	
LEVI STRAUSS & CO.,	:	
	:	
Defendant and	:	
Third Party Plaintiff,	:	
	:	
vs.	:	
	:	
Interamericana Apparel Company, Inc.;	:	
Interamericana Products International, S.A.;	:	
QST Dominicana LLC; US Paper & Chemical;	:	
Apparel Machinery & Supply Co.; YKK Snap	:	
Fasteners America, Inc.; Southern Textile	:	
Dominicana, Inc.; Industria Cartonera	:	
Dominicana, S.A. (Smurfit); The Graphic Label	:	
Group Dominicana, Inc.; and Tag-It Pacific,	:	
Inc.,	:	
	:	
Third Party Defendants.	:	
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**PLAINTIFF'S INITIAL DISCLOSURES PURSUANT
TO FED. R. CIV. P. 26(a)(1)**

Plaintiff Banco Popular Dominicano, C. Por A. ("BPD") hereby submits its Initial Disclosures to defendant/third-party plaintiff Levi Strauss & Co. ("LS&CO") and third party defendants QST Dominicana LLC ("QST") and YKK Snap Fasteners America, Inc. ("YKK") pursuant to Fed. R. Civ. P. 26(a)(1).

1. Persons Identified Pursuant to Fed. R. Civ. P. 26(a)(1)(A):

The following persons are likely to have information that BPD may use to support its claims in this action, including without limitation, information concerning: (i) a certain loan made by BPD individually and as bank agent, collateral agent and/or administrative agent for certain financial institutions to Interbojos, Ltd.; Interamericana Apparel Company, Inc. (“Interamericana”); Interamericana Products International (Panama), S.A.; J.B.S., S.A.; Juan Bojos, C. por A.; Bojos Leather, Ltd.; and Bojos Manufacturing Ltd. (collectively, the “Borrowers”) and (ii) certain amounts due from LS&CO (the “Receivable”). Each of these persons are currently employed by BPD, and may be contacted through the undersigned counsel for BPD.

(a) Ms. Elisha Firmín, Remedial Manager, Risk Management Area

(b) Mr. Miguel Nuñez, Credit Vice President

2. Documents Identified Pursuant to Fed. R. Civ. P. 26(a)(1)(B):

The documents that BPD expects to use to support its claims in this action are: (a) a Security Agreement made by BPD individually and as bank agent, collateral agent and/or administrative agent for certain financial institutions securing a loan to Borrowers; (b) UCC financing statements against each of the Borrowers; (c) correspondence between BPD and LS&CO; and (d) invoices between the Borrowers and LS&CO. See attached.

3. Computation of Damages Claimed Pursuant to Fed. R. Civ. P. 26(a)(1)(C):

BPD’s computation of damages is set forth in paragraph 10 of the Complaint, which is incorporated herein by reference. Based upon the Borrowers’ default, BPD is entitled to collect the full amount of the Receivable directly from LS&CO.

4. Disclosure of Applicable Insurance Agreements Pursuant to Fed. R. Civ. P. 26(a)(1)(D):

Not applicable to BPD in this action.

In providing these required disclosures, BPD does not waive, and specifically reserves, (1) all questions as to the competency, relevancy, materiality, privilege and admissibility for any purpose, at any trial or hearing in this case or in any related or subsequent action or proceeding, of any documents identified herein; (2) the right to object on any ground to the use of any of the documents identified herein, or the subject matter thereof, at any trial or hearing in this case or in any related or subsequent action or proceeding; (3) the right to object on any ground, at any time, to any other discovery requests to the extent permitted by the Federal Rules of Civil Procedure and the Local Civil Rules of the District of New York; and (4) the right to revise, supplement or correct the disclosures herein.

HERRICK, FEINSTEIN LLP

By: /s/ Mary Ellen Shuttleworth

Mary Ellen Shuttleworth

2 Park Avenue

New York, NY 10016

212.592.1469

mshuttleworth@herrick.com

Attorneys for Plaintiff and Counter-Claim

Defendant Banco Popular Dominicano, C. Por A.